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In Re:  
Betty A Myers  
and Robert L Myers,  
Debtors,

Case No. 04-33794

Chapter 13 Case

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**NOTICE OF HEARING AND MOTION FOR RELIEF FROM THE STAY**

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TO: Debtor(s) and other entities specified in Local Rule 9013-3.

1. Ford Motor Credit Company moves the Court for the relief requested below and gives notice of hearing.
2. The Court will hold a hearing on this motion on September 7, 2004 at 10:30 AM o'clock, in Courtroom No. 228B, at the United States Courthouse, 316 North Robert Street, St. Paul, MN.
3. Any response to this motion must be filed and delivered not later than September 1, 2004, which is three days before the time set for the hearing (excluding Saturdays, Sundays, and holidays), or filed and served by mail not later than August 26, 2004, which is seven days before the time set for the hearing (excluding Saturdays, Sundays and holidays). **UNLESS A RESPONSE OPPOSING THE MOTION IS TIMELY FILED, THE COURT MAY GRANT THE MOTION WITHOUT A HEARING.**
4. This Court has jurisdiction over this motion pursuant to 28 U.S.C. §§157 and 1334, Fed. R. Bankr. P. 5005 and Local Rule 1070-1. This proceeding is a core proceeding. The petition commencing this case was filed on June 28, 2004. The case is now pending in this court.
5. This motion arises under 11 U.S.C. §362(d), §365(a) and (d), and Fed. R. Bankr. P. 4001 and 6006. This motion is filed under Fed. R. Bankr. P. 9014 and Local Rules 9006-1, 9013-1 through 9013-3, and 9017-1. Movant seeks relief from the automatic stay of §362(a), to terminate the lease and to repossess the 2001 FORD FOCUS WAGON 4D SE leased to Debtors, and requests the court permit Movant to immediately enforce the order requested, without the 10 day stay

imposed by Rule 4001(a)(3).

6. Movant requests relief under §362(d)(2). Debtors have no equity in the vehicle and the vehicle is not necessary to an effective reorganization. Movant requests relief for cause under §362(d)(1). Failure to assume the Lease and to provide adequate protection or adequate assurance of future performance under the Lease constitutes cause.
7. If testimony is necessary as to any facts relevant to this motion, Sandra Echols, or some other representative for Movant, from Movant's offices in Minnesota, will testify regarding the Lease terms and default.
8. This notice of motion and motion also serve as notice of default required by Cobb v. Midwest Recovery Bureau Co., 295 N.W.2d 232 (Minn.1980). If the default is not cured before the hearing, Movant will repossess the property promptly upon the Court signing the Order.
9. A separate Memorandum of Fact and Law is attached hereto and made a part hereof.

**WHEREFORE**, Ford Motor Credit Company moves the Court for an order modifying the automatic stay of §362(a) and the codebtor stay of §1301(a), if applicable, and such other relief as may be just and equitable.

Dated: August 17, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

This is a communication from a debt collector attempting to collect a debt. Any information obtained will be used for that purpose.

# CERTIFICATE OF TITLE

NEW YORK STATE



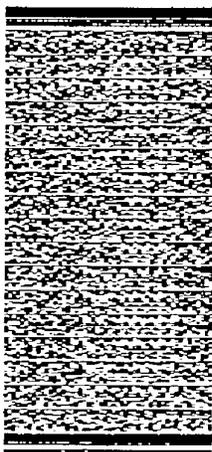
Title and Identification No. <b>1FAFP36311W330694</b>		Year <b>2001</b>	Make <b>FORD</b>	Model Code <b>FOC</b>	Body/Hull <b>SUBN</b>	Document No. <b>344052B</b>
Color <b>RD</b>	Wt./Sts./Lgth. <b>2623</b>	Fuel <b>GAS</b>	Cyl./Prop. <b>4</b>	New or Used <b>NEW</b>	Type of Title <b>VEHICLE</b>	Date Issued <b>10/11/01</b>

Name and Address of Owner(s)  
**FORD CREDIT TITLING TRUST**  
PO BOX 105704  
ATLANTA GA 30348

ODOMETER READING: **00012**  
**ACTUAL MILEAGE 00012**

VOID IF ALTERED

VOID IF ALTERED



This document is your proof of ownership for this vehicle, boat or manufactured home. Keep it in a safe place, not with your license or registration or in your vehicle or boat. To dispose of your vehicle, boat or manufactured home, complete the transfer section on the back and give this title to the new owner.

Lienholder

**\* NO LIENS RECORDED \***

MV-999(11/99)

DEPARTMENT OF MOTOR VEHICLES

## EXHIBIT A



**VEHICLE MAINTENANCE, INSURANCE AND USE**

**17. VEHICLE USE AND SUBLEASING** You will not use, or permit others to use the Vehicle (a) in violation of any law; (b) contrary to the provisions of any insurance policies covering the Vehicle; (c) outside the state where first used or registered for more than 30 days without Ford Credit's written consent; (d) outside the United States, except for less than 30 days in Canada or (e) as a private or public carrier. You will keep the lease and Vehicle free of all liens and encumbrances. You will not assign or sublease any interest in the Vehicle or lease without Ford Credit's written consent.

**18. VEHICLE MAINTENANCE AND OPERATING COSTS** Proper Vehicle maintenance is Your responsibility. You must maintain and service the Vehicle at Your own expense, using materials that meet the manufacturer's specifications. This includes following the owner's manual and maintenance schedule, documenting maintenance performed, and making all needed repairs. You are also responsible for all operating costs such as gas and oil. Lessor will provide the service(s), if any, identified in the Lessor Services section under the terms of a separate agreement. The manufacturer will invalidate warranty coverage on parts affected by a failure to maintain the Vehicle as required by the manufacturer. (See Lessor Services on the front of lease)

**19. DAMAGE REPAIR** You are responsible for repairs of All Damage which are not a result of normal wear and use. These repairs include, but are not limited to, those necessary to return the Vehicle to its pre-accident condition, including repairs to Exterior Sheet Metal and Plastic Components, and to Vehicle Safety Systems, including air bag, seat belt and bumper system components. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Discuss this requirement with Your insurance company prior to signing a collision repair estimate or before authorizing any collision repair work.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

**20. VEHICLE INSURANCE** You must insure the Vehicle during this lease. The insurance must be acceptable to Ford Credit and protect You and Holder with (a) comprehensive fire and theft insurance with a \$5,000 deductible amount; (b) collision and upset insurance with a maximum deductible of \$1,000; and (c) automobile liability insurance with minimum limits for bodily injury or death of \$30,000 for any one person and \$60,000 for any one accident, and \$10,000 for property damage. If the state in which You register the Vehicle establishes or changes the minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by the state. These amounts may not be sufficient to cover all Your liabilities. You may wish to consult Your insurance advisor about obtaining additional coverage. You will list the loss payee and additional insured as requested by Lessor. You must give Ford Credit evidence of this insurance.

You authorize Ford Credit, on Your behalf, to receive and endorse checks or drafts, and settle or release any claim under the insurance related to Holder's ownership of the Vehicle. You also assign to Holder any other insurance proceeds related to this lease or Holder's interest in the Vehicle.

If You or Ford Credit obtain a refund for amounts paid to third parties for insurance, service contracts, or any other amount paid to a third party included in the Gross Capitalized Cost of this lease, You must pay to the Holder the entire amount of the refund and You authorize the Holder to subtract the refund from the amount You owe under this lease.

**LESSOR IS NOT PROVIDING VEHICLE INSURANCE OR LIABILITY INSURANCE**

If You re-register the Vehicle in, or change the garage location of the Vehicle, to a state where Ford Credit has established minimum automobile liability insurance limits greater than those listed above for bodily injury or death and property damage insurance, You must insure the Vehicle and the Holder at the higher minimum limits established by Ford Credit.

**ENDING YOUR LEASE**

**21. TERMINATION** This lease will terminate (end) upon (a) the end of the term of this lease, (b) the return of the Vehicle to Lessor, and (c) the payment by You of all amounts owed under this lease. Ford Credit may cancel this lease if You default.

**22. RETURN OF VEHICLE** If You do not buy the Vehicle, at lease end You must return it to Lessor unless Ford Credit specifies another place. If You do so return the Vehicle, You must continue to pay the monthly payments plus other damages to Ford Credit, including amounts payable under default. Payment of these amounts will not allow You to keep the Vehicle.

**23. STANDARDS FOR EXCESS WEAR AND USE** You are responsible for all repairs to the Vehicle that are not the result of normal wear and use. These repairs include, but are not limited to those necessary to repair or replace: (a) Tires which are unmatched, unsafe or have less than 1/8 inch of remaining tread in any place; (b) Electrical or Mechanical defects or malfunctions; (c) Glass, Paint, Body Panels, Trim and Grill Work that are broken, mismatched, chipped, scratched, pried, cracked, or if applicable, dented or rusted; (d) Interior trim, slats, burns or worn areas; and (e) All Damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force. Replacement of Sheet Metal must be made with Original Equipment Manufacturer Sheet Metal. All other repairs must be made with Original Equipment Manufacturer parts or those of equal quality. Your use or repair of the vehicle must not invalidate any warranty.

If You have not had the repairs made before the Vehicle is returned at the scheduled end of this lease, You will pay the estimated costs of such repairs, even if the repairs are not made prior to Holder's sale of the Vehicle.

**24. ODOMETER STATEMENT** Federal law requires You to complete a statement of the Vehicle's mileage at the end of this lease.

**25. VOLUNTARY EARLY TERMINATION AND RETURN THE VEHICLE** You may terminate this lease early, if You are not in default, by returning the Vehicle to Lessor and paying the following: (a) an early termination fee of \$200, plus (b) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the Vehicle's Fair Market Wholesale Value, plus (c) all other amounts then due under this lease. You will never pay more than the sum of the remaining unpaid lease payments, plus any excess wear and use and mileage charges, and all other amounts then due under this lease.

**VOLUNTARY EARLY TERMINATION AND PURCHASE THE VEHICLE**

You may purchase the Vehicle from Lessor at any time for the sum of the remaining payments, less any unearned Rent Charges, plus the purchase option price and all other amounts then due under this lease.

Unpaid Adjusted Capitalized Cost is reduced on each payment due date. It is calculated by reducing the Adjusted Capitalized Cost each month by the difference between the Base Monthly Payment and the part of the Rent charges earned in that month on an actuarial basis. Rent charges are earned when due. Lessor or Ford Credit will provide You with a written explanation of the actuarial method upon Your request.

Fair Market Wholesale Value, at Your option, will be: (a) an amount agreed to by You and the Lessor, or (b) the value which could be realized at the wholesale sale of the Vehicle, as determined by a professional appraisal obtained by You at Your expense within 10 days from termination from an independent third party agreeable to Ford Credit; or (c) if not established by agreement or appraisal, the net amount received by Ford Credit upon the sale of the Vehicle at wholesale.

Please contact Ford Credit at 1-800-727-7000 or www.fordcredit.com if You have any questions regarding terminating Your Red Carpet Lease.

**DEFAULT AND LOSS OF VEHICLE**

**26. DEFAULT** You will be in default if (a) You fail to make any payment when due, or (b) a bankruptcy petition is filed by or against You, or (c) any governmental authority seizes the Vehicle and does not promptly and unconditionally release the Vehicle to You, or (d) You have provided false or misleading material information when applying for this lease, or (e) You fail to keep any other agreement in this lease.

If You are in default, Ford Credit may cancel this lease, take back the Vehicle and sell it at a public or private sale. You also give Ford Credit the right to go on Your property to peacefully repossess the Vehicle. Even if Ford Credit releases the Vehicle, You must still pay at once: (a) the difference, if any, between the Unpaid Adjusted Capitalized Cost and the value which could be realized at the sale of the Vehicle, plus (b) all other amounts then due under this lease. The value which could be realized at the sale of the Vehicle at Your option will be: (a) the net amount received by Ford Credit upon the sale of the Vehicle at wholesale, or (b) as determined by a professional appraisal obtained by You at Your expense within 10 days from

default, from an independent third party agreeable to Ford Credit, You must also pay all expenses, including reasonable attorneys fees, payable by Ford Credit to obtain, hold and sell the Vehicle, collect amounts due and enforce Holder's rights under the lease. You authorize Ford Credit to cancel Your insurance and apply any proceeds to Your obligation.

**27. LOSS OR DESTRUCTION OF VEHICLE** If the Vehicle is stolen or destroyed, You will pay to Ford Credit: (a) the Unpaid Adjusted Capitalized Cost, plus (b) all other amounts then due under this lease, minus (c) any insurance proceeds received by Ford Credit. (See 20.) If You had in effect the insurance required under this lease and Ford Credit receives the full proceeds, You will pay to Ford Credit: (a) any past due monthly lease payments, plus (b) the amount of the applicable insurance deductible, plus (c) all other amounts then due under this lease. Even if the Vehicle is insured, until Ford Credit receives the appropriate amount above, You are responsible for the scheduled monthly payments.

**ADDITIONAL INFORMATION**

**28. ASSIGNMENT AND ADMINISTRATION** When You and Lessor sign this lease, Lessor will assign it to Holder, Ford Credit or a substitute will administer this lease. You must then pay all amounts due under this lease to Ford Credit.

If Ford Credit is not the Holder of this lease, Holder has appointed Ford Credit as its agent. As agent for Holder, Ford Credit has the power to act on Holder's behalf to administer, enforce, and defend this lease. If Lessor has agreed to repair or maintain the Vehicle, obtain any insurance or perform any other services, You will look only to the Lessor for these services.

**29. TAXES** You will promptly pay all fees, charges, and taxes relating to the lease or Vehicle (except for Lessor's or Holder's income taxes). You will pay these amounts even if they are assessed after lease end.

**30. TITLING** The Vehicle will be titled in the name of Holder. You will register the Vehicle as directed by Ford Credit. You will pay all license, title and registration costs.

**31. LIFE INSURANCE** If Ford Credit receives the benefits paid under any life insurance described on the reverse side, this lease will continue if there is a Co-Lessee. Any Co-Lessee will pay when due all amounts not paid by

the insurance. If there is no Co-Lessee, Ford Credit will accept a reasonable replacement designated by Your estate who agrees in writing to perform Your obligations not covered by the insurance.

**32. INDEMNITY** You will indemnify and hold harmless Lessor, Ford Credit and Holder and their assigns from any loss or damage to the Vehicle and its contents and from all claims, losses, injuries, expenses and costs related to the use, maintenance, or condition of the Vehicle. You will promptly pay all fines and tickets imposed on the Vehicle or its driver. If You do not pay, You will reimburse Ford Credit and pay a \$20 administration fee, unless prohibited by law, for every such fine, ticket, or penalty that must be paid on Your behalf.

**33. SECURITY DEPOSIT** Your security deposit may be used by Ford Credit to pay all amounts that You fail to pay under this Lease. You will not receive any interest, profits or other earnings on your security deposit(s).

**34. GENERAL** Except as otherwise provided by the law of the state where You reside, the law that will apply to this lease is the law of the state where the Lessor's place of business is, as set forth on the front of the lease. If the law does not allow any of the agreements in the lease, the ones that are not allowed will be void. The rest of the lease will still be good.

64 FORD

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
400	Add Handling Package (Std. LX Sport)				400	450
350	Add Aluminum/Alloy Wheels (Std. LX Sport)				350	400
175	Add Compact Disc Player (Std. 74)				175	200
500	Add Leather Seats (Std. LX Sport)				500	575
100	Add Theft Recovery System				100	125
225	Deduct W/out Cruise Control				225	225
225	Deduct W/out Power Seat				225	225
<b>2003 THUNDERBIRD-V8</b>						
Veh. Ident.: 1FAHP60A()3W100001 Up.						
25200	Convertible 2D	60	\$36340	3775	22700	29000
800	Add Removable Hardtop				800	900
100	Add Theft Recovery System				100	125
<b>FORD</b>						
<b>2002 FOCUS-4 Cyl.</b>						
Veh. Ident.: ()FA()P(Model)()()2()100001 Up.						
6500	Hatchback 3D ZX3	31	\$12415	2598	5850	8075
9900	Hatchback 3D SVT (6 Spd.)	39	17505	2770	8925	11975
7750	Hatchback 5D ZX5	37	15615	2699	6975	9475
5650	Sedan 4D LX	33	12730	2604	5100	7175
6700	Sedan 4D SE	34	14320	2584	6050	8300
7525	Sedan 4D ZTS	38	15240	2551	6775	9225
7600	Wagon 4D SE	36	16525	2717	6850	9300
8700	Wagon 4D ZTW	36	17705	2717	7850	10550
200	Add Aluminum/Alloy Wheels (LX)				200	225
225	Add Audiophile Stereo System				225	250
100	Add Compact Disc Player (LX)				100	125
150	Add Cruise Control (ZX3, LX, SE)				150	175
275	Add Leather Seats (Std. SVT, ZTW)				275	325
100	Add Power Door Locks (ZX3, LX)				100	125
450	Add Power Sunroof				450	500
150	Add Power Windows (ZX3, LX)				150	175
75	Add Theft Recovery System				75	100
100	Add Tilt Steering Wheel (ZX3, LX, SE)				100	125
500	Deduct W/out Air Conditioning				500	500
425	Deduct W/out Automatic Trans. (Ex. SVT)				425	425
<b>2002 ESCORT-4 Cyl.</b>						
Veh. Ident.: ()FA()P(Model)()()2()100001 Up.						
5500	Coupe 2D ZX2	11	\$12340	2464	4950	7000
4950	Sedan 4D	13	13960	2510	4475	6400
200	Add Aluminum/Alloy Wheels (Std. ZX2)				200	225
100	Add Compact Disc Player				100	125
150	Add Cruise Control				150	175
275	Add Leather Seats				275	325
100	Add Power Door Locks				100	125
450	Add Power Sunroof				450	500
150	Add Power Windows				150	175
75	Add Theft Recovery System				75	100
100	Add Tilt Steering Wheel				100	125
500	Deduct W/out Air Conditioning				500	500
425	Deduct W/out Automatic Trans.				425	425
<b>2002 MUSTANG-V6</b>						
Veh. Ident.: ()FA()P(Model)()()2()100001 Up.						
9425	Coupe 2D	40	\$17190	3114	8500	11450

ADJUST FOR MILEAGE - ADJUST FOR CONDITION  
MIDWEST EDITION - JULY 2004

FORD 65

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
12075	Convertible 2D	44	22510	3254	10875	14400
<b>2002 MUSTANG-V8-5 Spd./AT</b>						
Veh. Ident.: ()FA()P(Model)()()2()100001 Up.						
13600	Coupe 2D GT	42	\$22730	3273	12250	16025
16075	Convertible 2D GT	45	26985	3429	14475	18625
<b>MUSTANG OPTIONS</b>						
400	Add Leather Seats				400	450
250	Add MACH Stereo System				250	300
175	Add Power Seat (Coupe V6)				175	200
75	Add Theft Recovery System				75	100
525	Deduct W/out Automatic Trans. (V6)				525	525
175	Deduct W/out Cruise Control				175	175
<b>2002 TAURUS-V6</b>						
Veh. Ident.: ()FA()P(Model)()()2()100001 Up.						
6975	Sedan 4D LX	52	\$18635	3355	6300	8750
7525	Sedan 4D SE	53	19445	3355	6775	9350
8150	Sedan 4D SES	55	20460	3392	7350	10025
9225	Sedan 4D SEL	56	22330	3408	8325	11250
8775	Wagon 4D SE	58	21380	3519	7900	10700
10125	Wagon 4D SEL	59	22580	3532	9125	12250
350	Add 3.0L Duratec V6 Engine (Std. Sedan SEL)				350	400
250	Add Aluminum/Alloy Wheels (LX)				250	300
125	Add Compact Disc Player (Std. SES, SEL)				125	150
400	Add Leather Seats				400	450
250	Add MACH Stereo System				250	300
175	Add Power Seat (Std. SES, SEL)				175	200
550	Add Power Sunroof				550	625
75	Add Theft Recovery System				75	100
175	Deduct W/out Cruise Control				175	175
225	Deduct W/out Third Seat (Wagon)				225	225
<b>2002 CROWN VICTORIA-V8</b>						
Veh. Ident.: ()FA()P(Model)()()2()100001 Up.						
10425	Sedan 4D S	72	\$23015	3917	9400	12650
10675	Sedan 4D	73	22755	3917	9625	12925
12100	Sedan 4D LX	74	26345	3927	10900	14475
13350	Sedan 4D LX Sport	74	27960	3927	12025	15800
11350	Sedan 4D S Extended	70	25140		10225	13650
300	Add Aluminum/Alloy Wheels (Std. LX Sport)				300	350
150	Add Compact Disc Player				150	175
450	Add Leather Seats (Std. LX Sport)				450	500
75	Add Theft Recovery System				75	100
200	Deduct W/out Cruise Control				200	200
200	Deduct W/out Power Seat				200	200
<b>2002 THUNDERBIRD-V8</b>						
Veh. Ident.: ()FA()P60()()2()100001 Up.						
23000	Convertible 2D	60	\$34965	3775	20700	26675
700	Add Removable Hardtop				700	800
75	Add Theft Recovery System				75	100
<b>FORD</b>						
<b>2001 FOCUS-4 Cyl.</b>						
Veh. Ident.: 1FA()P(Model)()()1()100001 Up.						
5525	Hatchback 3D ZX3	31	\$12125	2551	4975	7025

ADJUST FOR MILEAGE - ADJUST FOR CONDITION  
MIDWEST EDITION - JULY 2004

EXHIBIT C

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
4825	Sedan 4D LX	33	12385	2564	4350	6250
5700	Sedan 4D SE	34	14040	2564	5150	7225
6400	Sedan 4D ZTS	38	15260	2564	5775	7975
6450	Wagon 4D SE	36	16235	2717	5825	8025
150	Add Aluminum/Alloy Wheels (LX)				150	175
75	Add Compact Disc Player (LX)				75	100
125	Add Cruise Control (Std. ZTS)				125	150
225	Add Leather Seats				225	250
75	Add Power Door Locks (Std. SE, ZTS)				75	100
125	Add Power Windows (Std. SE, ZTS)				125	150
175	Add Sunroof				175	200
75	Add Theft Recovery System				75	100
75	Add Tilt Steering Wheel (Std. ZTS)				75	100
450	Deduct W/out Air Conditioning				450	450
375	Deduct W/out Automatic Trans.				375	375
<b>2001 ESCORT-4 Cyl.</b>						
Veh. Ident.: 1FA(P(Model))1100001 Up.						
4625	Coupe 2D ZX2	11	\$12050	2478	4175	6025
4150	Sedan 4D	13	12970	2468	3750	5525
150	Add Aluminum/Alloy Wheels (Std. ZX2)				150	175
75	Add Compact Disc Player				75	100
125	Add Cruise Control				125	150
225	Add Leather Seats				225	250
75	Add Power Door Locks				75	100
400	Add Power Sunroof				400	450
125	Add Power Windows				125	150
75	Add Theft Recovery System				75	100
75	Add Tilt Steering Wheel				75	100
450	Deduct W/out Air Conditioning				450	450
375	Deduct W/out Automatic Trans.				375	375
<b>2001 MUSTANG-V6</b>						
Veh. Ident.: 1FA(P(Model))1100001 Up.						
7900	Coupe 2D	40	\$16805	3066	7125	9750
10350	Convertible 2D	44	22220	3208	9325	12500
<b>2001 MUSTANG-V8-5 Spd./AT</b>						
Veh. Ident.: 1FA(P(Model))1100801 Up.						
11675	Coupe 2D GT	42	\$22440	3241	10525	13900
14150	Coupe 2D Bullitt GT	42	26830	3273	12750	16600
17400	Coupe 2D Cobra	47	28635		15675	20250
13975	Convertible 2D GT	45	26695	3379	12600	16425
19700	Convertible 2D Cobra	46	32635		17750	22700
<b>MUSTANG OPTIONS</b>						
350	Add Leather Seats (Std. Bullitt, Cobra)				350	400
200	Add MACH Stereo System (Std. Cobra)				200	225
150	Add Power Seat (Coupe V6)				150	175
75	Add Theft Recovery System				75	100
475	Deduct W/out Automatic Trans. (V6)				475	475
150	Deduct W/out Cruise Control				150	150
<b>2001 TAURUS-V6</b>						
Veh. Ident.: 1FA(P(Model))1100001 Up.						
5450	Sedan 4D LX	52	\$18260	3355	4925	7100
5950	Sedan 4D SE	53	19035	3355	5375	7625
6500	Sedan 4D SES	55	20050	3392	5850	8225

ADJUST FOR MILEAGE - ADJUST FOR CONDITION  
MIDWEST EDITION - JULY 2004

PASSENGER CARS

Trade-In	BODY TYPE	Model No.	M.S.R.P.	Weight	Loan	Retail
7450	Sedan 4D SEL	56	21535	3408	6725	9250
7000	Wagon 4D SE	58	20910	3519	6300	8775
7550	Wagon 4D SES	58	22250		6800	9375
325	Add 3.0L Duratec V6 Engine (Std. SEL)				325	375
200	Add Aluminum/Alloy Wheels (LX)				200	225
100	Add Compact Disc Player (Std. SES, SEL)				100	125
350	Add Leather Seats				350	400
200	Add MACH Stereo System				200	225
150	Add Power Seat (Std. SES, SEL)				150	175
500	Add Power Sunroof				500	575
75	Add Theft Recovery System				75	100
150	Deduct W/out Cruise Control				150	150
200	Deduct W/out Third Seat (Wagon)				200	200
<b>2001 CROWN VICTORIA-V8</b>						
Veh. Ident.: 1FA(P(Model))1100001 Up.						
8800	Sedan 4D S	72	\$22850		7925	10900
9050	Sedan 4D	73	21965	3946	8150	11175
10200	Sedan 4D LX	74	24080	3927	9200	12400
11250	Sedan 4D LX Sport	74	26655		10125	13525
250	Add Aluminum/Alloy Wheels (Std. LX Sport)				250	300
125	Add Compact Disc Player				125	150
400	Add Leather Seats (Std. LX Sport)				400	450
75	Add Theft Recovery System				75	100
175	Deduct W/out Cruise Control				175	175
175	Deduct W/out Power Seat				175	175
<b>FORD</b>						
<b>2000 FOCUS-4 Cyl.</b>						
Veh. Ident.: 1FA(P(Model))1100001 Up.						
4600	Hatchback 3D ZX3	31	\$11865	2551	4150	6000
4025	Sedan 4D LX	33	12125	2564	3625	5375
4575	Sedan 4D SE	34	13665	2564	4125	5975
5250	Sedan 4D ZTS	38	15165	2564	4725	6750
5225	Wagon 4D SE	36	15380	2717	4725	6700
100	Add Aluminum/Alloy Wheels (LX)				100	125
50	Add Compact Disc Player (Std. ZX3, ZTS)				50	75
100	Add Cruise Control (Std. ZTS)				100	125
175	Add Leather Seats				175	200
50	Add Power Door Locks (Std. SE, ZTS)				50	75
100	Add Power Windows (Std. ZTS)				100	125
50	Add Tilt Steering Wheel (Std. ZTS)				50	75
400	Deduct W/out Air Conditioning				400	400
325	Deduct W/out Automatic Trans.				325	325
<b>2000 ESCORT-4 Cyl.</b>						
Veh. Ident.: 1FA(P(Model))1100001 Up.						
3725	Coupe 2D ZX2	11	\$11760	2478	3375	5025
3350	Sedan 4D	13	11975	2454	3025	4600
100	Add Aluminum/Alloy Wheels (Std. ZX2)				100	125
50	Add Compact Disc Player				50	75
100	Add Cruise Control				100	125
175	Add Leather Seats				175	200
50	Add Power Door Locks				50	75
350	Add Power Sunroof				350	400
100	Add Power Windows				100	125

ADJUST FOR MILEAGE - ADJUST FOR CONDITION  
MIDWEST EDITION - JULY 2004

04-02864-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In Re:

Betty A Myers  
and Robert L Myers,

Debtors,

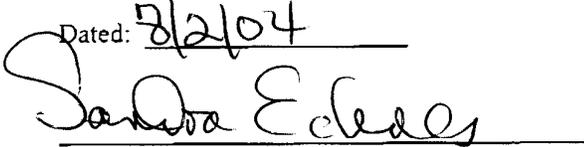
Case No. 04-33794

Chapter 13 Case

**VERIFICATION FOR MOTION FOR RELIEF FROM STAY**

I, Sandra Echols, the Designated Agent for Ford Motor Credit Company, the Creditor herein, declare under penalty of perjury that the following is true and correct according to the best of my knowledge, information and belief, and based on the Creditor's business records:

1. I am legally competent to testify and am personally familiar with the debt owed by Debtor to the Creditor on account number(s) 28541177.
2. The Debtor leases a 2001 FORD FOCUS WAGON 4D SE from the Creditor. The monthly lease payment is \$360.00. As of June 28, 2004, the lease payments are delinquent \$1,080.00 for payments owing since April 27, 2004, including late charges. The Creditor owns the leased vehicle. The current NADA published retail value for the leased vehicle is \$8,025.00. The Movant has possession of the vehicle and desires to terminate the lease and sell the vehicle. Debtor has expressed no interest in lease assumption.
3. True and correct copies of the title documents are attached to the Motion as Exhibit "A". True and correct copies of the lease documents are attached as Exhibit "B".

Dated: 8/2/04  
Sandra Echols  
Ford Motor Credit Company  
National Bankruptcy Svc Center  
P.O. Box 537901  
Livonia, MI 48153-7901

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Betty A Myers  
and Robert L Myers,  
Debtors,

Case No. 04-33794

Chapter 13 Case

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**MEMORANDUM OF FACT AND LAW**

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Ford Motor Credit Company ("Movant") submits this Memorandum of Fact and Law in support of its motion for relief from the stay.

**FACTS**

Debtor's Chapter 13 Plan has been filed with the Court. The plan has no provision for payment nor for assumption of the lease. The leased vehicle is presently in Movant's possession and control.

Debtor had possession of the vehicle subject to a lease agreement dated 8/27/01, and such agreement is a true lease, and not a retail installment contract, as defined by Minn. Stat. §336.2A - 103(j) and §168.66. Movant is the registered owner of the vehicle as reflected by the Certificate of Title. According to the terms of the lease, Debtor is to make monthly payments of \$360.00 for use of the vehicle. Debtor must also pay for any excess mileage and excess wear and tear at termination of the lease. Debtor has the option to purchase the vehicle at the end of the lease agreement by paying the purchase option price in cash.

Debtor is delinquent on lease payments due since April 27, 2004. The NADA retail value of the vehicle is \$8,025.00. NADA pages for this vehicle value are attached as Exhibit "C".

The Plan does not provide for assumption of the Lease and for future payments to Movant in accordance with the Lease, including specifically payment of any excess mileage, excess wear and tear, and early termination charges, as well as the monthly lease payment.

## ARGUMENT

Pursuant to §362(d)(1) of the Bankruptcy Code, relief from the automatic stay shall be granted upon request of a creditor "for cause, including the lack of adequate protection of an interest in property of such creditor." 11 U.S.C. §362(d)(1).

Debtor has failed to make the Lease payments to Movant and has failed to provide adequate protection of Movant's interest in the vehicle or adequate assurance of future performance under the Lease. Such circumstances constitute cause, within the meaning of §362(d)(1), entitling Movant to relief from stay. In re Reinbold v. Dewey County Bank, 942 F.2d 1304, 1306 (8th Cir. 1991).

If there has been a default in an unexpired lease, the Debtor may not assume the lease unless the Debtor provides for a prompt cure of the default and provides adequate assurance of future performance. 11 U.S.C. §365 (b)(1). Failure to do so constitutes cause, within the meaning of §362(d)(1), entitling Movant to relief from the stay. In re Reice, 88 B.R. 676 (Bkrcty.E.D.Pa. 1988); but see, In re O-Jay Foods, Inc., 110 B.R. 895 (Bkrcty.D.Minn. 1989). Debtor has failed to propose a prompt cure of the existing default.

11 U.S.C. §363(e) permits the court to condition any use of leased property on providing adequate protection to the lessor and, if such adequate protection is provided, then lessor is excluded for seeking relief from the stay under §362. However, the Debtor has not provided Movant with any adequate protection and the court has not established any prohibition or condition on the continued use of the leased property which would exclude Movant from seeking relief under § 362.

Assumption or rejection of an unexpired lease of personal property is subject to court approval and may be done at any time before confirmation of the plan. §365(a) and (d). The plan does not provide for the assumption of the Lease nor for future payments to Movant pursuant to the Lease.

If a lessor is economically disadvantaged by a Debtor retaining leased property without making payments, the lessor can move for relief from the automatic stay under §362(d). In re Intran Corp., 62 B.R. 435, 436 (Bkrcty. D.Minn. 1986). Adequate protection is the "safeguard" to protect a lessor and

moving for relief from the automatic stay or seeking adequate protection is the proper method by which a lessor may force the debtor to either surrender the leased property or make payments equal to the lessor's interest in the property. Id. at 436.

Pursuant to §362(d)(2) of the Bankruptcy Code, relief from the stay is also appropriate where Debtor has no equity in the vehicle and the vehicle is not necessary to an effective reorganization. 11 U.S.C. §362(d)(2). See, In re Gellert, 55 B.R. 970 (Bkrcty.D.N.H. 1983). Debtor is merely the lessee of the vehicle and has no ownership interest in it. Debtor has no equity in the vehicle. No evidentiary hearing is required on the issue of equity unless the debtor disputes it. Powers v. American Honda Finance Corp., 216 B.R. 95, 97 (N.D.N.Y. 1997).

Bankruptcy Rule 4001(a)(3) imposes a stay of 10 days which the court may, in its discretion, order is not applicable so that Movant may immediately enforce and implement the order granting relief. Advisory Committee Notes to 1999 Amendments to Bankruptcy Rule 4001.

Dated: August 17, 2004

**STEWART, ZLIMEN & JUNGERS, LTD.**

/e/ Linda Jeanne Jungers

Linda Jeanne Jungers, Atty ID #5303X

Attorneys for Movant

430 Oak Grove Street #200

Minneapolis, MN 55403

612-870-4100

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Betty A Myers  
and Robert L Myers,  
Debtors,

Case No. 04-33794

Chapter 13 Case

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**UNSWORN CERTIFICATE OF SERVICE**

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I, Linda Jeanne Jungers, declare under penalty of perjury that on August 17, 2004, I mailed copies of the attached Notice of Hearing and Motion for Relief from the Stay with Exhibits, Verification, Memorandum of Fact and Law, Certificate of Service, and proposed Order, by first class mail postage prepaid to each entity named below at the address stated below for each entity.

Betty A Myers  
4302 Beaver Dam Road  
Eagan, MN 55122

Robert L Myers  
4302 Beaver Dam Road  
Eagan, MN 55122

Terri A Georgen  
PO Box 16355  
Saint Paul, MN 55116

Jasmine Z. Keller  
Chapter 13 Trustee  
12 S. 6th St #310  
Minneapolis, MN 55402

U.S. Trustee  
1015 U.S. Courthouse  
300 South 4th Street  
Minneapolis, MN 55415

Executed on: August 17, 2004

Signed: /e/Linda Jeanne Jungers  
Linda Jeanne Jungers  
STEWART, ZLIMEN & JUNGERS  
430 Oak Grove Street, #200  
Minneapolis, MN 55403

04-02864-0

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

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In Re:  
Betty A Myers  
and Robert L Myers,  
Debtors,

Case No. 04-33794

Chapter 13 Case

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**ORDER FOR RELIEF FROM THE STAY**

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Ford Motor Credit Company's Motion for an order granting relief from the stay came before the Court on September 7, 2004 at 10:30 AM o'clock.

Based on the arguments of counsel, all the files, records and proceedings herein, the court being advised in the premises, and the court's findings of fact and conclusions of law, if any, having been stated orally and read in open court following the close of evidence,

IT IS HEREBY ORDERED:

1. The automatic stay is modified to permit Ford Motor Credit Company to terminate the Lease, and to repossess and sell the  

2001 FORD FOCUS WAGON 4D SE, VIN 1FAFP36311W330694

in accordance with applicable state law.
2. Notwithstanding Federal Rule of Bankruptcy Procedure 4001(a)(3), this Order is effective immediately.

Dated: \_\_\_\_\_

\_\_\_\_\_  
United States Bankruptcy Judge